

A. G. Contract No. KR910852TRD
ECS File: JPA 91-57
Project No.: HES 982(146)P
TRACS No.: 0920 PM PPM SH011 01C
Project: Magee Road
Northern to Oracle (US-89)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY, ARIZONA

01-04-A-114855-129
This contract must appear on all
invoicing, correspondence, and
documents pertaining to this
contract.

THIS AGREEMENT is entered into 23 July, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
PIMA COUNTY, ARIZONA acting by and through its Board of
Supervisors (the "County").

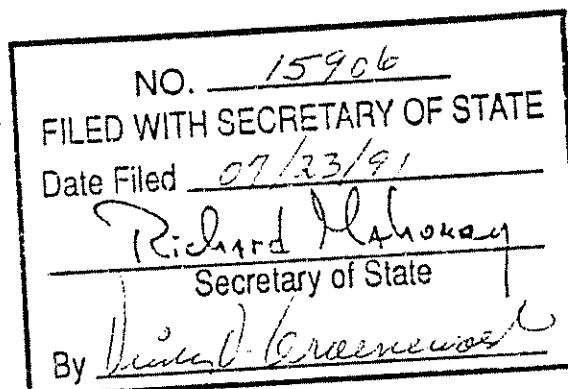
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. Congress has authorized appropriations for, but not
limited to, the construction of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the
elimination of roadside obstacles; and the application of
pavement markings.

4. Such project within the boundary of the County has
been selected by the County; the field survey of the project
has been completed; and the plans, estimates and specifications
have been prepared and, as required, submitted to the Federal
Highway Administration (FHWA) for its approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The County, in order to obtain federal funds for the construction of the project, is willing to provide the State with the County funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost are as follows: ROADWAY AND TRAFFIC SIGNAL IMPROVEMENTS

Estimated Project Cost	\$ 399,236.00
Federal Funds @ 90.00% (cap) of \$399,236.00	\$ 350,000.00
Non Federal Aid Funds	\$ 49,842.00
2% Surcharge of Total Cost	\$ 7,985.00
Pima County Funds	\$ 49,236.00
Total Pima County Funds	\$ 107,063.00*

* This includes a 2% surcharge on the total cost as per Chief Deputy State Engineer memo of February 2, 1982.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the County, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of the County's deposit unless and until so authorized in writing by the County.

2. Prior to the solicitation of bids, the County shall deposit funds with the State in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State shall return to the County any part of the funds deposited by Local AGENCY remaining after County's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the County.

6. Upon completion of construction, the County shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The County shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the County shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

9. The County will provide personnel to supervise construction. The FHWA will participate in the cost of construction supervision provided by the County at the pro rata established in the Project Agreement for up to 15 percent of the cost of construction. Construction supervision costs not participated in by FHWA shall be borne by the County. All construction project change orders are to be approved by the State.

10. The County will complete the project in accordance with approved plans and specifications and the requirements of the relevant State and federal statutes, rules, or regulations. In the event the County fails to comply with the plans, specifications or any relevant State or federal statutes, rules, or regulations, it shall hold the State harmless from any claims or costs incurred by the State as a result of the County's failure to comply.

11. State employees may perform any inspections of the project or audit any books or records of the County in order for the State to satisfy itself that the monies on the project have been spent and the project completed in accordance with the plans and specifications, statutes, rules, and regulations of the State and federal government.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. County assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and

from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the construction and construction engineering work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the County agrees to furnish and provide State with County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, Arizona 85007

Pima County
County Manager
1313 S. Mission Road
Tucson, AZ 85701

9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By Reg T. Morrison
REG T. MORRISON, Chairman
Board of Supervisors
JUL 0 2 1991

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:


By Jane Williams
JANE WILLIAMS
Clerk of the Board

3690j
13MAY

RESOLUTION

BE IT RESOLVED on this 8th day of May 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for the design, construction and maintenance of improvements to Magee Road, Northern to Oracle (Local Government).

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

RESOLUTION NO. 1991 - 151

RESOLUTION OF THE BOARD OF SUPERVISORS, PIMA COUNTY, ARIZONA, APPROVING AND DIRECTING THE CHAIRMAN TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, WHICH AGREEMENT PROVIDES FOR THE CONSTRUCTION, FUNDING, AND RESPONSIBILITIES OF PARTIES, FOR ROADWAY PROJECT NO. HES - 982(146) P/0920 PMPPMSH01101C

WHEREAS, it is deemed to be in the public interest to establish an agreement with the State of Arizona for construction, funding, and agreed upon responsibilities of parties, for Roadway and Traffic Signal Improvements to Magee Road, Northern to Oracle. Project No. Hes -982(146)P/0920 PMPPMSH01101C.

NOW, THEREFORE, be it resolved by the Board of Supervisors, Pima County, Arizona:

THAT, Pima County enter into an agreement with the State of Arizona to set forth general terms and conditions for the construction, funding and responsibilities of parties for the Roadway and Traffic Signal Improvements to Magee Road, Northern to Oracle. Project No. Hes-982(146)P/0920 PMPPMSH01101C in accordance with the attached agreement.

THAT, the Board of Supervisors approves and directs the chairman to sign the intergovernmental agreement with the Arizona Department of Transportation.

Passed and adopted this 2nd day of July, 1991.

PIMA COUNTY BOARD OF SUPERVISORS

Reg Morrison
Chairman JUL 02 1991

ATTEST:

Greg Anderson
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Christine Z. Lantz 6/29/91
County Attorney

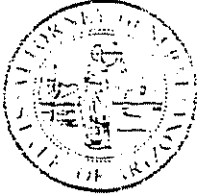
APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 14 day of June, 1991.

Christine L. Carter

County Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert E. Corbin~~
XXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR910852TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18th day of July, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section